

AG Contract No.: KR02-1843TRN  
ADOT ECS File No.: JPA 02-147  
Project No.: BR-PPN-(028)A  
TRACS No.: SB367 01C  
Project: Replace Attaway Bridge

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
PINAL COUNTY

THIS AGREEMENT is entered into 03 November, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 11-951 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 and 11-951 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County, has been selected by the County, the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

5. The interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the construction of the project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

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NO. 26431  
Filed with the Secretary of State  
Date Filed: 11/03/03

Janice K. Brewer  
Secretary of State

By: Timothy D. Graesswald

7. The work embraced by this agreement and the estimated cost for the replacement of Attaway Bridge is as follows:

Estimated Subtotal Project Cost (incl. 15% CE cost)	\$285,714.00
Contingency at 5%	\$ 14,286.00
Estimated Total Project Cost	\$300,000.00
Federal Share @ 80% of \$300,000	\$240,000.00
Estimated Pinal County Share @ 20%	\$ 60,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction the County shall and does hereby designate the State, as authorized agent for the County. The State hereby agrees to be authorized agent for the County, and with the aid and consent of the County and the FHWA, shall proceed to advertise for, receive and open bids, and subject to the concurrence of the County and the FHWA, enter into a contract with a firm on behalf of the County to whom the award is made for the construction of the project. Such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the County and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State shall enter into a Project Agreement with FHWA covering the work embraced in said construction contract and shall request the maximum federal funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the County shall be responsible for any overage.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the County shall be obligated to incur and shall pay for said increased costs.

2. Prior to the solicitation of bids, the County shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. The County shall acquire, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been or will be acquired prior to advertisement for bid.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or will be removed therefrom, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

6. Upon completion of construction, the County shall provide for, at its own costs and as an annual item in its budget, proper maintenance, including, but not limited to, signs, and markings necessary for the purpose of regulating, warning and guiding traffic, all in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

### **III. MISCELLANEOUS PROVISIONS**

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue – Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602-712-7424

Pinal County  
County Manager  
P.O. Box 827  
Florence, AZ 85232

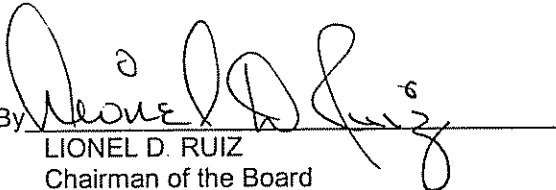
8. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

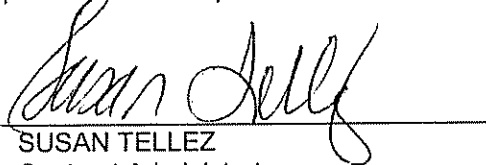
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**PINAL COUNTY**


By   
LIONEL D. RUIZ  
Chairman of the Board

**STATE OF ARIZONA**

Department of Transportation

By   
SUSAN TELLEZ  
Contract Administrator

ATTEST:

By   
STANLEY D. GRIFFIS  
County Clerk

When recorded return to:  
The Clerk of the Board of Supervisors  
Pinal County Board of Supervisors  
P. O. Box 827  
Florence, AZ 85232

**RESOLUTION NO. 101503-SPA**

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS  
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL  
AGREEMENT JPA 02-147 WITH THE STATE OF ARIZONA, ACTING BY AND  
THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE  
OF DEFINING RESPONSIBILITIES FOR THE REPLACEMENT OF  
ATTAWAY BRIDGE LOCATED WITHIN AN UNINCORPORATED AREA OF  
PINAL COUNTY.**

WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 02-147; and,


WHEREAS, Congress has authorized appropriations through the Federal Highway Administration (FHWA) for the replacement of bridges; and,

WHEREAS, Pinal County, in order to obtain federal funds for the construction of the aforementioned project, is willing to provide county funds in the amount of \$60,000.00 to match federal funds in the amount of \$240,000.00 or as finally fixed and determined by the County and FHWA; and,

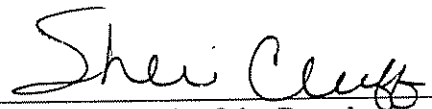
WHEREAS, it is in the best interests of the welfare and safety of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 02-147.

THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 02-147 with the State of Arizona, by and through its Department of Transportation, for the replacement of Attaway Bridge located within an unincorporated area of Pinal County.

PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2003,  
by the PINAL COUNTY BOARD OF SUPERVISORS.

  
Chairman of the Board


ATTEST:

  
Deputy Clerk of the Board

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the PINAL COUNTY, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the PINAL COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 2<sup>nd</sup> day of OCTOBER, 2003.

  
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Deputy County Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855

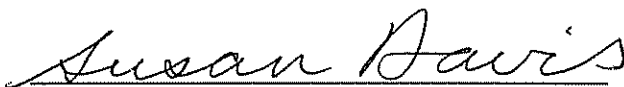
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1843TRN (JPA 02-147), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 27, 2003.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/ss

att.